

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM / PHONE:** Donald DiPetrillo, Fire Chief, Fire Rescue Department / 797-1210  
Document Prepared By: Jose A. Rivero, EMS Ops Coordinator

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town Wide

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO APPROVE AN AGREEMENT WITH DISASTER RESOURCE MANAGEMENT, LLC, PROVIDING FOR CONSULTANT SERVICES AND FEES RELATED TO THE DEVELOPMENT OF A CONTINUITY OF OPERATIONS PLAN (COOP) GRANT AWARDED BY FEMA; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

The Town of Davie has been awarded a FEMA grant of \$25,000 via the State of Florida and Broward County, for the development of a Continuity of Operations Plan (COOP) in the case of a disaster. The COOP plan addresses critical functions of government and essential activities for the continuation of municipal services should the infrastructure be disabled or destroyed. Disaster Resource Management, LLC has unique expertise in the development of continuity of operations planning. The principal team of DRM, LLC associates are former federal and state emergency management officials familiar with the considerable number of FEMA rules and regulations necessary to develop a comprehensive COOP planning document.

Disaster Resource Management, LLC has COOP contracts with the Governors Office, Florida Department of Agricultural, Florida Court System, City of Sunrise, and Broward County. The agreement presented is identical to those executed by the agencies listed above. Staff recommends that the Town Council authorizes the Town Administrator or designee to contract with DRM, LLC for consultant services.

**PREVIOUS ACTIONS:**

Town Council previously approved resolution number R-2003-074 authorizing staff to accept and implement the grant.

**CONCURRENCES:** Reviewed and approved by the Town Attorney.

**FISCAL IMPACT:**

Has request been budgeted? Yes

If yes, expected cost: \$20,000.00;

Account Name: Capital Projects Account – Account number not yet designated.

**RECOMMENDATION(S):** Motion to approve the resolution

**ATTACHMENT(S):** Resolution and Disaster Resource Management, LLC Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO APPROVE AN AGREEMENT WITH DISASTER RESOURCE MANAGEMENT, LLC, PROVIDING FOR CONSULTANT SERVICES AND FEES RELATED TO THE DEVELOPMENT OF A CONTINUITY OF OPERATIONS PLAN (COOP) GRANT AWARDED BY FEMA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has previously approved the awarding of the FEMA COOP grant; and

WHEREAS, Disaster Resource Management, LLC has unique expertise in the development of continuity of operations planning; and

WHEREAS, staff members negotiated an agreement with Disaster Resource Management, LLC for consultant services for the completion of the required deliverables; and

WHEREAS, the Town must provide the required deliverables within a prescribed period of time, to meet the grant goals as established by the Florida Division of Emergency Management; and

WHEREAS, DRM, LLC has submitted the attached scope of services for the Town to authorize the work pursuant to an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Town Administrator or designee to execute an agreement for consultant services with DRM, LLC, for services derived from the pricing structure of the master agreement and scope of services attached hereto and identified as attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditures from the department's capital account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

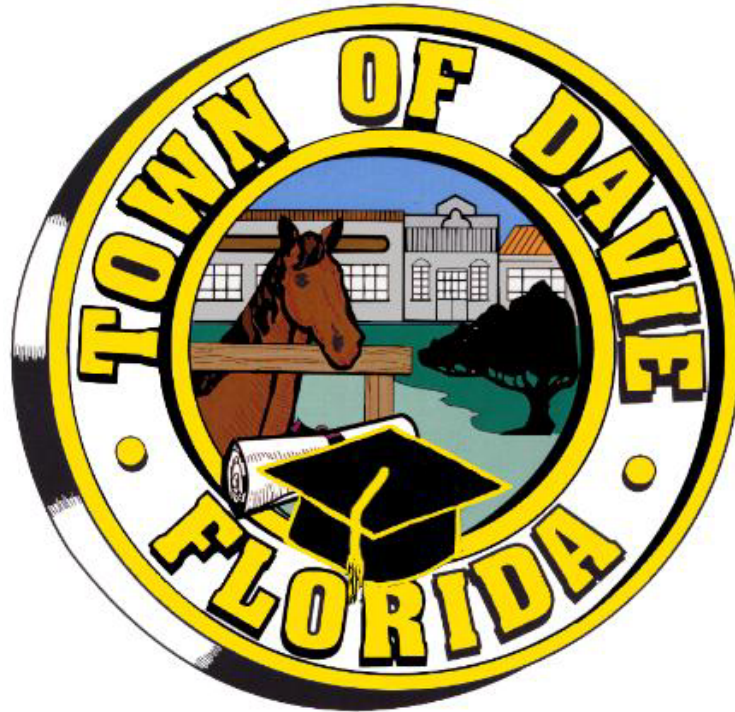
\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

# **Town of Davie**



**Disaster Resource Management, LLC**  
**C.O.O.P. Service Agreement**

**SERVICE AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA  
AND DISASTER RESOURCE MANAGEMENT, LLC**

THIS SERVICE AGREEMENT is between the Town of Davie, a municipal corporation of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida 33314 (hereinafter referred to as "Town" or "Owner") and Disaster Resource Management, LLC, a limited liability corporation, authorized to do business in the State of Georgia, (hereinafter referred to as the "Consultant"), whose Federal Identification Number is 58-7045084.

In consideration of the mutual terms and promises set forth below, the Town and the Consultant agree as follows:

**01. Services**

The Consultant's responsibility under this Agreement is to provide professional services for Continuity of Operations Plan (COOP) planning to assist the Town in meeting the requirements of Broward County's Continuity of Operations Plan for Homeland Security, as further stated in Town's Scope of Work, Exhibit "A".

The Town's representative (Town Representative) during the performance of this Agreement shall be Donald DiPetrillo, Fire Chief, whose telephone number is (954) 797-1213 or his designee.

The Consultant's representative (Consultant Representative) during the performance of this Agreement shall be J. Anthony Mills, President, whose telephone number is (678) 277-9860.

**02. Payments**

The Consultant will bill the Town at the completion of each deliverable defined herein at the rates listed in Exhibit "C". The total amount of this Agreement is the firm fixed price of Twenty Thousand Dollars (\$20,000.00), including all expenses. Consultant shall submit their invoice to:

Town of Davie  
Attn: Accounts Payable Dept.  
6591 Orange Drive  
Davie, FL 33314

Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Town's Representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the Town Representative's approval.

### **03. Agreement Period**

This Agreement shall commence upon signature by both parties and shall be completed in its final form by November 14, 2003. Time is of the essence for the completion of the Scope of Work and specifically includes timely performance of each deliverable deadline. The Town, at its sole option, may extend this Agreement for a period not to exceed 180 days, under the same terms and conditions.

In the event the services are scheduled to end either by Agreement expiration or by termination by the Town of Davie (at the Town's discretion), the Consultant shall continue the services, if requested by the Town, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Town.

### **04. Access and Audits**

The Consultant shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

### **05. Truth-In-Negotiation Certificate**

Signature of this Agreement by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the Town determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate presentation of fees paid to outside Consultants. The Town shall exercise its rights under this clause within three (3) years following final payment.

### **06. Insurance Requirements**

Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages and limits, including endorsements described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement.

Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product / Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability insurance.

Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceed \$25,000, the Town reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Consultant agrees to purchase a SERP with a minimum reporting period not less than one (1) year. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

Additional Insured: Consultant agrees to endorse the Town as an Additional Insured with either a CG 2010 Additional Insured – Owners, Lessees, or Consultants, or CG 2010 Additional Insured – Owners, Lessees, or Consultants – Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "Town of Davie."

Waiver of Subrogation: Consultant agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Consultant agrees to provide Town a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Town of Davie  
Attn: Tom Truex, Mayor  
6591 Orange Drive  
Davie, FL 33314

Umbrella or Excess Liability: Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse Town as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: Town reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Town reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

#### **07. Termination For Governmental Non-Appropriations**

The Town is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the Town does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the Town's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the Town's obligation under this Agreement were last appropriated by the Town and the Town shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

#### **08. Termination For Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the provisions of this Agreement, the Town may, upon a three (3) day written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement or with such part or parts of the Agreement as to which there has been default, and may hold the Consultant liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under this Agreement shall, at the option of the Town, become the Town's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town, less any amounts which the Town reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. The Consultant, however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the Agreement by the Consultant, and the Town may withhold any payments to the Consultant for the purpose of set off until such time as the amount of damages can be determined. The Consultant shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating this Agreement because of such delay. In no event shall the Town pay for profit or overhead on work not performed.

#### **09. Termination For Convenience**

This Agreement may be terminated by the Town without cause upon thirty (30) day written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services, together with reimbursable expenses incurred. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement under the terms of this Agreement.

#### **10. Indemnification**

The Consultant shall indemnify and save harmless and defend the Town, its agents, servants, and employees from and against any and all claims, liability, losses, and / or cause of action which may arise from any negligent act or omission of the Consultant, its agents, servants, or employees in the performance of services under this Agreement.

The Consultant further agrees to indemnify, save harmless and defend the Town, its agents, servants and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Consultant not included in the paragraph above and for which the Town, its agents, servants or employees are alleged to be liable.

#### **11. Independent Consultant**

The Consultant is an independent Consultant under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and are not officers, employees, or agents of the Town. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

#### **12. Authority to Practice**

The Consultant hereby represents and warrants that it is has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town's representative upon request.

#### **13. Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **14. Governing Law / Jurisdiction/Venue**

The Agreement shall be construed in accordance with and governed by the law of the State of Florida. The parties agree to jurisdiction for any action arising out of or relating to this Agreement in any Florida, State or Federal court. Venue for any action arising out of or relating to this Agreement shall lie in Broward County, Florida.

#### **15. Successors and Assigns**

The Town and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Consultant shall not assign this Agreement without written consent of the Town.

#### **16. Subcontracting**

The Town reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the Town.

#### **17. Conflict of Interest**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the Town's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Consultant. The Town agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Town shall so state in the notification and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Consultant under the terms of this Agreement.

#### **18. Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **19. Nondiscrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **20. Public Entity Crimes**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and Consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

## **21. Modifications of Work**

The Town reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the Town's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Town of any estimated change in the completion date, and (3) advise the Town if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement. The parties agree to negotiate in good faith changes in the Scope of Work that may occur.

If the Town so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the Town's decision to proceed with the change.

If the Town elects to make the change, the Town shall initiate an Agreement Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and approved and executed by the Town's Representative and Purchasing Director.

## **22. Notice**

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Tom Truex, Mayor  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

cc: Monroe Kiar  
Town Attorney, Town of Davie  
6591 Orange Drive  
Davie, FL 33314

and if sent to the Consultant, shall be mailed to:

J. Anthony Mills, President  
Disaster Resource Management, LLC  
1700 Mountain Park Road, Suite 200  
Roswell, GA 30075

### **23. Confidentiality And Exemption of Information**

Florida Statute section 281.301 provides that the type of services to be conducted by Consultant hereinafter referred to as "COOP" are confidential and exempt from laws and rules requiring public access or disclosure. Therefore, the Consultant understands that disclosure of any information could adversely affect Town and the public in general, and therefore, Consultant agrees to protect the information from disclosure to third parties or persons other than employees, agents, or subcontractors who will be analyzing and evaluating the information to complete the COOP. The term "information" for purposes of this Agreement shall mean any and all information concerning Town's facilities, which is disclosed to or acquired by Consultant directly or indirectly from Town in the course of activities related to the COOP, or which is obtained by Consultant through an inspection of Town's facilities or electronic system. Information shall also include all (finished or unfinished) records, documents, studies, plans, maps, models, specifications, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly or that would reveal such systems or information, memoranda, notes, reports, documents, bills, indexes, and summaries, and all copies and extracts thereof prepared by Consultant or any of its officers, employees, agents, representatives, or consultants in connection with the performance of the study.

#### **24. Consultant's Responsibility for Use And Ownership of Information**

All information as described in paragraph 23 above prepared for the Town, directly or indirectly, or furnished by Consultant pursuant to this Agreement shall remain and or become the property of the Town, whether the COOP for which they are made is completed or not, and shall be delivered by Consultant to Town or destroyed as directed by Town within five (5) calendar days after receipt of written notice requesting delivery or destruction of said documents. All subcontracts for the preparation of Information for the COOP including reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants to complete the Scope of Work shall provide that all such documents are confidential and rights obtained by virtue of such subcontracts shall remain or become the property of the Town.

Consultant shall prior to beginning work on the COOP submit a written list of employees, agents, subcontractors or other individuals who will be assigned to work on and complete the COOP for the Town. Except with respect to those persons described in said list, Consultant shall not without Town's written consent, disclose to any person the information obtained by Consultant compiling the data in any nature or format. Notwithstanding the confidentiality of this Agreement terms, the Consultant shall have the right to communicate the information to its officers, employees, agents, or sub-consultants only to the extent necessary to evaluate the information for the purpose of creating the COOP and only if officers, employees or other recipients are informed by Town of the confidential nature of the information and who shall agree to act in accordance with the terms and conditions of this Agreement.

Upon completion of the COOP by Consultant and delivery of the COOP to Town, or anytime at Town's request, Consultant will discontinue the use of and will immediately return or destroy any and all materials and information which exists in written, electronic, or any other format in Consultant's or any of its officers, employees, agents, representatives or sub-consultants possession relating directly or indirectly to the COOP.

Consultant acknowledges that it will be difficult to measure accurately the damages to Town from any breach by Consultant of the covenants and restrictions set forth in the Agreement, that injury to Town from any such breach might be incapable of being remediable through damages, and that as a result damages might not therefore in and of themselves be an adequate remedy. Consultant therefore agrees that in the event it shall breach or attempt to breach any of the terms of this Agreement, Town may seek from any court of competent jurisdiction, without the necessity of proving actual damages, an injunction prohibiting Consultant from any further breaches of this Agreement and rescinding any action taken by Consultant contrary to the terms of the Agreement. Furthermore, the seeking or granting of an injunction against Consultant shall not limit the ability of Town to also seek damages for any breach of this Agreement.

#### **25. Incorporation by Reference**

The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

**26. Entirety of Agreement**

The Town and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]**

**IN WITNESS WHEREOF**, the Mayor, authorized to execute same by the Town Council, has made and executed this Agreement on behalf of the Town the day and year below written and Consultant has hereunto set its hand the day and year below written.

**Town of Davie**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Tom Truex

\_\_\_\_\_  
Witness

Title: Mayor

Date: \_\_\_\_\_

**DISASTER RESOURCE MANAGEMENT, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The Consultant shall provide professional consulting services to the Town's Fire Rescue Department for COOP planning to assist the Town in meeting the requirements of Broward County's Continuity of Operations Plan for Homeland Security.

The Consultant shall provide services including, but not limited to:

- Assist in organizing working group from primary departments to develop guidelines and recommendations to guide the process.
- Develop a "road map" for short-term and long-term issues to ensure the process for maintaining constitutional government is through a comprehensive emergency management strategy.
- Conduct training / workshop for agencies teams and group leaders in Davie.
- Provide planning toolkit to assist in the process.
- Provide agency with electronic data collection tool.
- Provide technical assistance as needed as or and agreed upon.
- Compile information from data collection tool and put in final form for COOP.
- At the direction of the Town, format COOP in substantially the same format as Exhibit "S" and revise COOP, as may be required for acceptance of plan by Broward County / State of Florida under COOP Grant Program.

In order for the Town to meet its requirements under the COOP Grant Program, the Consultant will provide the following deliverables as noted:

#### **Deliverables due on or before September 16, 2003**

1. Municipal Critical Resource Requirements, Capability Analysis and Vulnerability Assessment for the six critical services.
2. Municipal Review Results to include list of authorities and references.
3. Outline for municipal COOP for six critical services.
4. Updated Strategy and Program Management Plan for municipal COOP.

#### **Deliverables due on or before October 17, 2003**

1. Draft of municipal COOP for six critical services (electronic format – Word and / or Excel - and hard copy).
2. Updated Strategy and Program Management Plan for municipality.

**Deliverables due on or before November 14, 2003**

1. Final Version of municipal COOP for six critical Services (electronic format – Word and / or Excel - and two hard copy (ies)).
2. Any applicable documentation to substantiate integration of COOP plans for six critical services into municipal Comprehensive Emergency Management Plan or other applicable emergency planning documentation.
3. Develop and provide to Town a checklist for COOP implementation.
4. Closeout final documentation.

## **Exhibit "B"**

### **CONTINUITY OF OPERATIONS PLAN TEMPLATE**

#### **01.0 Introduction**

- 1.1 General
- 1.2 Purpose
- 1.3 Scope (Mission Essential Functions)

#### **02.0 Laws and Authorities**

- 2.1 Laws and authorities governing your agency
- 2.2 Organizational chart (*Delegations of Authority, Orders of Succession*)

#### **03.0 Hazard Identification and Risk Assessment**

- 3.1 Hazard Assessment
- 3.2 Is your facility in a hurricane zone? Flood zone?
- 3.3 Problematic issues
- 3.4 Lessons learned
- 3.5 Vulnerability analysis

#### **04.0 Hazard Mitigation**

- 4.1 Develop a mitigation strategy
- 4.2 Establish a working mitigation group

#### **05.0 Resource Management** (*Plans and Procedures, Personnel Issues and Coordination*)

- 5.1 Personnel
- 5.2 Roles and responsibilities (Mission Essential Functions)
- 5.3 Additional personnel
- 5.4 Volunteers
- 5.5 Identify time frames for using additional resources
- 5.6 Mutual aid
- 5.7 Internal and external resources
- 5.8 Vendors
- 5.9 Current contracts

#### **06.0 Information Technology Infrastructure** (*Plans and Procedures, Vital Records and Databases*)

- 6.1 Identify critical systems / applications/networks
- 6.2 Assess risk of critical systems / applications / networks
- 6.3 Develop impact statements for critical systems / applications / networks
- 6.4 Establish procedures to mitigate the impact

#### **07.0 Planning** (*Plans and Procedures, Vital Records and Databases*)

- 7.1 Identify
- 7.2 Establish recovery procedures
- 7.3 Vital records
- 7.4 Establish restoration procedures
- 7.5 Identify a relocation site

## **08.0 Concept of Operations** (*Plans and Procedures*)

- 8.1 Institute an incident command system
- 8.2 *Be maintained at a high level of readiness*
- 8.3 *Be capable of implementation both with or without warning*
- 8.4 *Be operational no later than 12 hours after activation*
- 8.5 *Maintain sustained operations for up to 30 days; and,*
- 8.6 *Take maximum advantage of existing municipal infrastructures*

## **09.0 Communications** (*Interoperable Communications*)

- 9.1 Internal communications systems
- 9.2 External communications systems
- 9.3 Testing and maintenance

## **10.0 Operations and Procedures** (*Plans and Procedures*)

- 10.1 Hazards
- 10.2 Resources
- 10.3 Damage assessment

## **11.0 Logistics and Facilities** (*Alternate Facilities, Logistics and Administration, Security*)

- 11.1 Your facility
- 11.2 Contact information
- 11.3 Backup site(s)
- 11.4 Critical resources
- 11.5 Logistics management
- 11.6 Critical commodities

## **12.0 Training** (*Test, Training, and Exercise*)

- 12.1 Training needs assessment
- 12.2 Training calendar
- 12.3 Maintenance of records

## **13.0 Exercises, Evaluations, and Corrective Actions** (*Test, Training, and Exercise, Program Management*)

- 13.1 Identify a functional position
- 13.2 Develop exercises which test procedures
- 13.3 Develop procedures to evaluate, update and improve the continuity of operations plan (COOP)
- 13.4 Develop an exercise schedule
- 13.5 Develop procedures for identifying and revising deficiencies
- 13.6 Documentation

## **14.0 Crisis Communication, Public Education, and Information** (*Security*)

- 14.1 Develop a public education program
- 14.2 Develop procedures for disseminating and managing emergency public information
- 14.3 Develop a protocol for handling media inquiries
- 14.4 Establish contact lists
- 14.5 Identify multiple methods of communications
- 14.6 Develop procedures for rumor control
- 14.7 Establish contact lists
- 14.8 Develop “boilerplates”

## **15.0 Finance and Administration**

15.1 Identify employee job descriptions

15.2 Develop administration plans

15.3 Develop procedures to support the COOP

### **Design COOP Plans for each of the six municipal critical services to:**

- a. Ensure that the municipality is prepared to respond to loss of critical resources and emergencies, recover from them, and mitigate against their impacts.
- b. Assure that the municipality is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.
- c. Provide a means of information coordination to the municipal government to ensure uninterrupted communication within the internal organization of the municipality and externally to all identified critical customers.
- d. Provide timely direction, control, and coordination to the municipal leadership and other critical customers before, during, and after an event or upon notification of a credible threat.
- e. Establish and enact time-phased implementation procedures to activate various components of the plan to provide sufficient operational capabilities relative to the event or threat thereof for the municipality.
- f. Facilitate the return of municipal government to normal operating conditions as soon as practical based on circumstances and the threat environment.
- g. Ensure that the municipality's COOP plan is viable and operational, and that it remains compatible with Florida's and Broward County's Comprehensive Emergency Management Plan.

### **Prepare COOP Plans which assign responsibilities, establish procedures, and focus on the following objectives:**

- Ensure the safety of personnel and visitors;
- Provide for the ability to continue essential operations;
- Contain provisions for the protections of critical equipment, records, and other assets;
- Maintain efforts to minimize damage and losses;
- Contain provisions for an orderly response and recovery from any incident;
- Serve as a foundation for the continued survival of leadership; and,
- Assure compliance with legal and statutory requirements.

Utilize a time-phase operational approach to include Activation, Alternate Operations, and Reconstitution and Termination.

## **EXHIBIT "C"**

### **MILESTONE AND BILLING SCHEDULE**

1.	September 16, 2003 Deliverables	20%	(\$04,000)
2.	October 17, 2003 Deliverables	30%	(\$06,000)
3.	Final Completion of Project	50%	(\$10,000)

**Total Cost, including expenses: \$20,000**